1. **Basic Information**
   1. The Association is called “Crestwood Community in Action (CCIA)”. The address of the Association is Crestwood Community School, Shakespeare Road, Eastleigh, Hampshire, SO50 4FZ
   2. The Association is linked to Crestwood Community School, Shakespeare Road, Eastleigh, SO50 4FZ and Cherbourg Road, Eastleigh, SO50 5EL.
2. **Objects**

The object (“the Objects”) of the Association is to advance the education of pupils of the School in particular by:-

* 1. developing effective relationships between the staff, parents and others associated with the School;
  2. engaging in and enhancing activities or providing facilities or equipment which support the School and advance the education of the pupils.

1. **Powers**

The Association has the following powers, which may be exercised only in promoting the Objects:-

* 1. To provide advice;
  2. To publish or distribute information;
  3. To cooperate with other bodies;
  4. To raise funds (but not by means of taxable trading);
  5. To acquire or hire property of any kind;
  6. To make grants or loans of money and to give guarantees;
  7. To set aside funds for special purposes or as reserves against future expenditure;
  8. To deposit or invest funds in any lawful manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
  9. To take out public liability and personal accident insurance to cover Association meetings, activities, Officers and Committee Members, to insure the Association’s property against any foreseeable risk and take out other insurance policies to protect the Association where required;

* 1. To insure members of the Committee against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of duty (unless the member concerned knew that, or was reckless whether the act or omission was a breach of trust or a breach of duty);

* 1. Subject to clause 9.2, to employ paid or unpaid agents, staff or advisors;

* 1. To enter into contracts to provide services to or on behalf of other bodies;

* 1. To pay the costs of forming the Association

* 1. To do anything else within the law which promotes the Objects.

BUT the Committee shall not undertake any activity in the school premises without the consent of the Head Teacher.

**4. Membership**

4.1 Any person or class of persons wishing to offer appropriate support or help to

the school and is accepted by the Committee for membership.

But the Committee may for good reason (whether or not at the request of the Governing Body or the

Headteacher) exclude any person from membership whose presence at or support of the School is

deemed to be a danger to the School or it’s pupils or staff or might bring the Association into disrepute

(but only after notifying the member concerned in writing and considering the matter in the light of an

written representations which the member puts forward within 14 clear days after receiving notice).

**5 General Meetings**

5.1 All members are entitled to attend any AGM or EGM if the Association

5.2 General meetings are called by 21 days’ written notice to the members specifying

the business to be transacted.

5.3 There is a quorum at a general meeting if the number of members personally

present is at least three times the number of Committee Members in office at the

commencement of the meeting.

5.4 The Chair of (if the Chair is unable or unwilling to do so) some other member elected

by those present presides at a General Meeting.

5.5 Except where otherwise provided in this Constitution, every issue at a general

meeting is determined by a simple majority of teh votes cast by the members present

in person.

5.6 Except for the Chair of the meeting, who has a second or casting vote, every member

present in person is entitled to one vote on every issue

5.7 An AGM must be held in every year (except that the first AGM may be held at any

time within 18 months of the formation of the Association).

5.8 At an AGM the members:

5.8.1 receive the accounts of the Association;

5.8.2 receive the report of the Committee on the Association activities

since the previous AGM;

5.8.3 elect the Committee;

5.8.4 appoint an independent examiner or auditor for the Association;

5.8.5 may confer on any individual (with his or her consent) the honorary

title of Patron, Presided or Vice President of the Association;

5.8.6 discuss and determine any issues of policy or deal with any other business put before them;

5.9 An EGM may be called at any time by the Committee and must be called within 21

days after a written request to the Committee from at least 10 members.

**6 The Committee**

6.1 The Committee as charity trustees have control of the Association and its property

and funds.

6.2 6.2.1 Committee members/trustees shall be elected at the AGM and shall hold

office until the next AGM;

6.2.2 All committee members/trustees, except those who are co-opted, must be

members of the Association.

6.3 Co-Opted Committee members shall hold office until the next AGM

6.4 A Committee member automatically ceases to be a member of the Committee if he

or she:

6.4.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;

6.4.2 is incapable, whether mentally or physically, of managing his or her own

affairs;

6.4.3 is absent from three consecutive meetings of the Committee;

6.4.4 ceases to be a member of the Association

6.4.5 resigns by written notice to the Committee (but only if at least two

Committee members will remain in office;

6.4.6 is removed by a resolution passed by all the other members of the

Committee after inviting the views of the Committee member concerned

and considering the matter in the light of any such views.

6.5 A retiring Committee member is entitled to an indemnity from the continuing

Committee members at the expense of the Association in respect of any liabilities

properly incurred while he or she held office;

6.6 A technical defect in the appointment of a Committee member of which the

Committee re unaware at the time does not invalidate decisions taken at a meeting;

**7 Committee Meetings**

7.1 The Committee must hold at least one meeting per term

7.2 A quorum at a Committee meeting is 50% of the total current membership of the

Committee members.

7.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other

member of the Committee chosen by the members present presides at each

Committee meeting

7.4 Every issue may be determined by a simple majority of the votes cast at a Committee meeting but

a resolution which is in writing and signed by all members of teh Committee is as valid as a

resolution passed at a meeting and for this purpose the resolution may be contained in more than

one document and will be treated as passed on the date of the last signature

7.5 Except for the chairman of the meeting, who has a second or casting vote, every Committee

member has one vote on each issue

**8 Powers of the Committee**

The Committee has the following powers in the administration of the Association:-

8.1 to delegate any of it’s functions to sub-committees consisting of two or more persons appointed

by them (but at least one member of every sub-committee must be a Committee member and all

proceedings of sub-committees must be reported promptly to the Committee;

8.2 to make Rules consistent with the Constitution about the Committee and sub-committees, to

govern proceedings at general meetings and generally about the running of the Association

(including the operation of bank accounts and the commitment of funds)

**9 Property and Funds**

9.1 the property and funds of the Association must be used only for promoting the Objects

9.2 No Committee member may receive any payment of money or other material benefit (whether

direct or indirect) from the Associations except:-

9.2.1 under clauses 3.10 (indemnity insurance) and 9.2.3 (fees)

9.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs)

actually incurred in the administration of the Association

9.2.3 in the case of an individual member, charitable benefits in his or her capacity as a

beneficiary subject to compliance with clause 9.3

9.3 Whenever a Committee member has a personal interest in a matter to be discussed at a

Committee meeting, the Committee member must:-

9.3.1 declare an interest before discussion begins on the matter

9.3.2 withdraw from that part of the meeting unless expressly invited to remain in order to

provide information

9.3.3 not to be counted in the quorum for that part of the meeting

9.3.4 withdraw during the vote and have no vote on the matter.

**10 Records and Accounts**

10.1 The Committee must comply with the requirements of the Charities Act 1993 as to the keeping of

financial records, the audit or independent examination of accounts and the preparations and transmission to the Commission of:-

10.1.1 annual reports

10.1.2 annual returns

10.1.3 annual statements of account

10.2 The Committee must keep proper records of:

10.2.1 all proceedings at general meetings

10.2.2 all proceedings at Committee meetings

10.2.3 all reports of subcommittees

**11 Notices**

11.1 Notices under this Constitution may be sent by hand, or by post or by suitable electronic means

or in any newsletter distributed by the Associations. Notification by hand may include

distributions to parents, guardians and carers via their children with or without other

communications from the School.

11.2 The address at which a member is entitled to receive notices (if sent by post) is the last known

address of the member.

11.3 A technical defect in the giving of notice of which the members or the Committee members are

unaware at the time does not invalidate decisions taken at the meeting.

**12 Amendments**

This Constitution may be amended at a general meeting by a two-thirds majority of the votes cast, but 12.1 The members must be given 21 days’ clear notice of the proposed amendments

12.2 No amendment is valid if it would make a fundamental change to the Objects or to this clause or

destroy the charitable status of the Association

**13 Dissolution**

13.1 The Association may be dissolved by a resolution presented at an EGM called for this purpose.

The resolution must have the assent of two-thirds of those present and voting. Such resolution

may give instructions for the disposal of any assets remaining after satisfying any outstanding

debts and liabilities.

13.2 The net assets shall not be distributed among the members of the Association but will be given to

the School for the benefit of the students of the School, or in the event of the School closing, to

other neighbouring school or schools the Committee shall decide.

13.3 If effect cannot be given to this provision the assets can be given to some other charitable

purpose.

**14 Interpretation**

In this Constitution:-

“AGM” means an annual general meeting of the members of the Association

“the Associations” means the charity comprised in this constitution

“the Chair” means the chair of the Association elected at the AGM

“charity trustees” has the meaning prescribed by section 97(1) of the Charities Act 1993

“clear day” means 24 hours from midnight following triggering the event

“the Commission” means the Charity Commissioners for England and Wales

“the Committee” is the governing body of the Association

“co-opted Committee member” means a member of the Committee appointed by the members

of the Committee in accordance with clause 6

“EGM” means a general meeting of the members of the Association which is not an AGM

“fundamental change” means such a change as would not have been within the reasonable

contemplation of a person making a donation to the Association

“general meeting” means any AGM or EGM

“Governing Body” means the governing body of the School

“Headteacher” means the Headteacher of the School

“independent examiner” has the meaning prescribed by section 43(3)(a) of the Charities Act 1993

“material benefit” means a benefit which may not be financial but has a monetary value

“member” and “membership” refer to the members of the Association

“months” means calendar months

“the Objects” means the charitable objects of the Association set out in clause 2

“taxable trading” means carrying on business on a continuing basis for the principle purpose of raising funds and not for the purpose of actually carrying out the Objects

“written” or “in writing” feres to a legible document on paper, including a fax message

“year” means calendar year

14.2 References to an Act of Parliament are references to the Act as amended or reenacted from time

to time and to any subordinate legislation made under it.

**Adopted at a meeting held**

At

On

Name of Chair of meeting

Signature

Name of Witness

Signature of Witness

Address of Witness

Occupation of Witness